NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

## PAID UP OIL AND GAS LEASE (No Surface Use)

		(2100		,		
THIS LEASE AGREEMENT is made	this	day of	ALDN37		, 2009, by and between	
_ Pearl A. Johnson	en a Wi	dow	<b>,</b>			
whose addresss is 4875 and, DALE PROPERTY SERVICES, L.L.	Hillside	Auchoe  Oue Suite 1870 D	Fort Worth	Texas	76119	as Lessor,
hereinabove named as Lessee, but all oth 1. In consideration of a cash bond described land, hereinafter called leased p	er provisions (includ us in hand paid and	ing the completion	of blank spaces) were pre-	pared jointly by Lea	ssor and Lessee.	-
,			_			
ACRES OF LAND, N		B, BEING LOT(	s) 28		, BLOCK	3
OUT OF THE Echo 1	teights	TARRANT CO	DUNTY TEXAS AC	ADDITI	ON, AN ADDITION TO THAT CERTAIN PLA	O THE CITY OF
IN VOLUME 388-15	, PAGE	199	OF THE PLAT F	RECORDS OF	TARRANT COUNTY,	TEXAS.
		يد خدم د			•	
in the County of Tarrant, State of TEXA reversion, prescription or otherwise), for substances produced in association the commercial gases, as well as hydrocarbo land now or hereafter owned by Lessor was Lessor agrees to execute at Lessee's requor determining the amount of any shut-in response.	the purpose of expl rewith (including ge n gases. In additio rhich are contiguous Jest any additional c	loring for, developi cophysical/seismic in to the above-des or adjacent to the or supplemental ins	ng, producing and market operations). The term " cribed leased premises, the above-described leased prometers for a more compli-	ing oil and gas, al gas" as used her his lease also cove premises, and, in d ete or accurate des	ein includes helium, carbo ers accretions and any sma consideration of the aforeme scription of the land so cover	nd non hydrocarbon n dioxide and other Il strips or parcels of ntioned cash bonus, red. For the purpose
2. This lease, which is a "paid-up" h	ease requiring no re	ntals, shall be in fo	rce for a primary term of _	five		date hereof, and for
as long thereafter as oil or gas or other su otherwise maintained in effect pursuant to	bstances covered here	ereby are produced of.	In paying quantities from	the leased premis	es or from lands pooled ther	ewith or this lease is
<ol> <li>Royalties on oil, gas and other s separated at Lessee's separator facilities</li> </ol>	ubstances produced	d and saved hereu	nder shall be paid by Less	see to Lessor as fo	ollows: (a) For oil and other	liquid hydrocarbons
Lessor at the wellhead or to Lessor's crec the wellhead market price then prevailing	lit at the oil purchas	er's transportation/	facilities, provided that Les	see shall have the	continuing right to purchas	e such production at
prevailing price) for production of similar	r grade, and gravit	v: (b) for das (inc	duding casing head gas)	and all other sui	bstances covered hereby,	the royally shall be
severance, or offer excise taxes and the have the continuing right to purchase suct then prevailing in the same field, then in in nearest preceding date as the date on whithe leased premises or lands pooled there hydraulic fracture stimulation, but such we be producing in paying quantities for the peing sold by Lessee, then Lessee shall pepository designated below, on or before are shut-in or production there from is not Lessee from another well or wells on the of such operations or production. Lessee 4. All shut-in royalty payments und be Lessor's depository agent for receiving draft and such payments or tenders to Lesders known to Lessee shall constitute payment hereunder, Lessor shall, at Lessoment hereunder, Lessor shall at Lessoment hereunder, Lessor shall constitute hereunder, Lessor shall constitute hereunder, Lessor shall constitute hereunder, Lessor shall constitute hereunder, Lessor shall at Lessoment hereunder, Lessor shall at Lessoment hereunder, Lessor shall at Lesson shall at Lessor shall at Lesson shall at	costs incurred by Lea production at the part of the nearest field in the lease of prometric field in the nearest field in the lease of premises or to the depot proper payment. If se's request, deliver aph 3, above, if Les fall production (who for the action of memences operation nerewith within 90 dine thereafter, this is no restore production days, and if any som the leased premises formations then called the nearest formations then called the neither the leased premises formations then the nearest first field in the nearest first field in the nearest field in the near	essee in delivering, revailing wellhead which there is such ces its purchases heither producing of shut-in or producting this lease. If for fone dollar per active day period and the see; provided that lands pooled there pay shut-in royalty a paid or tendered as of changes in the sitory by deposit in the depository should be a period and should be a for reworking an any soften completion ease is not otherwish operations remises or lands pooled the pable of producing or wells located on the pooled the pable of producing or wells located on the paper of the pable of producing or wells located on the paper of the pable of producing or wells located on the paper of the pable of producing or wells located on the paper of the pable of producing or wells located on the paper of the pable of producing or wells located on the paper of	processing or otherwise market price pald for production is a prevailing price) pursual tereunder; and (c) if at the ill or gas or other substance on there from is not being a period of 90 consecutive then covered by this least the state of the season of the season or othere ache to the season or to before each tifthis lease is otherwise with, no shut-in royalty sha shall render Lessee liable to Lessor or to Lessor's or a ownership of said land. At the US Maills in a stampe wild liquidate or be succeed a recordable instrument na lich is incapable of producting quantities) permanent is authority, then in the existing well or for drilling of operations on such dries being maintained in force suit in the production of oid therewith. After completerewith as a reasonably price in paying quantities on the other lands not pooled the	narketing such gas action of similar quant to comparable end of the primary es covered hereby sold by Lessee, sue e days such well o use, such payment anniversary of the being maintained il be due until the for the amount due edit in <u>at lessor!</u> All payments or ten ded by another inst ming another inst ing in paying quant ily ceases from an rent this lease is a an additional well y hole or within 90 orce but Lessee Is so long as any one i or gas or other sie etion of a well capa or interest therein	ality in the same field (or if t purchase contracts entered term or any time thereafter in paying quantities or such the well or wells shall nevert results are shut-in or product to be made to Lessor or to end of said 90-day period we by operations, or if producend of the 90-day period ness, but shall not operate to term address above or its suiders may be made in current sed to the depository or to the titution, or for any reason faution as depository agent to titles (hereinafter called "dry cause, including a revision of them engaged in drilling, real or more of such operations ubstances covered hereby, able of producing in paying build drill under the same or is or lands pooled therewith all be no covenant to drill exwith any other lands or interess.	led that Lessee shall here is no such price into on the same or one or more wells on wells are waiting on heless be deemed to tion there from is not Lessor's credit in the while the well or wells ton is being sold by do following cessation minate this lease. It is considered to the last or by check or by the Lessor's which shall cy, or by check or by the Lessor at the last if or refuse to accept receive payments. If hole") on the leased on of unit boundaries ined in force it shall restoring production. If at working or any other is are prosecuted with as long thereafter as quantities hereunder, similar circumstances, or (b) to protect the ploratory wells or any orests, as to any or all
6. Lessee shall have the right but depths or zones, and as to any or all su proper to do so in order to prudently deve unit formed by such pooling for an oil we horizontal completion shall not exceed 64 completion to conform to any well spacin of the foregoing, the terms "oil well" and prescribed, "oil well" means a well with an feet or more per barrel, based on 24-h equipment; and the term "horizontal com component thereof. In exercising its por Production, drilling or reworking operations on the leased premets acreage covered by this lease and it	betances covered te il which is not a hor 0 acres plus a maxi g or density pattem "gas well" shall hav 1 nitial gas-oil ratio our production test mpletion" means an apletion" means an pletion means an pletion anywhere on a	by this lease, either eased premises, waizontal completion imum acreage toler that may be prescret the meanings profiless than 100,00 conducted under noil well in which ther, Lessee shall fill unit which include	r before or after the commission hether or not similar poolin shall not exceed 80 acres ance of 10%; provided that ibed or permitted by any gescribed by applicable law 0 cubic feet per barrel and normal producing condition the horizontal component of e of record a written decise all or any part of the latest learned producing and of the citics of the condition and the condition and the condition and the condition and the condition are conditions and the condition and the cond	ig authority exists y plus a maximum a plus a maximum a at a larger unit may governmental author or the appropriate 1 'gas well' means ons using standar of the gross complete aration describing asset premises shall be the plusted shall be t	with respect to such other la creage tolerance of 10%, a be formed for an oil well or ority having jurisdiction to do a governmental authority, or a well with an initial gas-oil d lease separator facilities apletion interval in facilities apletion interval in facilities the unit and stating the effeat all be treated as if it were at proportion of the total unit	nds or interests. The nd for a gas well or the purpose of the purpose of 100,000 cubic or equivalent testing or equivalent testing exceeds the vertical acceptable of pooling. Production which the

net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filling of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

such part of the leased premises

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the 8. The interest of either Lesser for Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lesser's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its Interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released.

If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced

in accordance with the net acreage interest retained hereunder.

in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of

obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof.

Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to

purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royally or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, borus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotilations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor would get that no representations or assurances were made in the negotilation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor

LESSOR (WHETHER ONE OR MORE)	·
Dearl A. Johnson	Ву:
STATE OF CX (15)  COUNTY OF Tarrant  This instrument was acknowledged before me on the by: Fear A. Johnson Ca. Wilder	ACKNOWLEDGMENT day of
JASON SCOTT  Notary Public  STATE OF TEXAS  My Comm. Exp. Apr. 17, 2012	Notary Public, State of 10x45 Notary's name (printed): 57500500+1 Notary's commission expires: 4/12/12
STATE OF	day of, 2009,

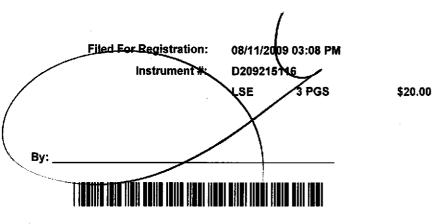


DALE PROPERTY SERVICES
ATTN: ANN VANDENBERG
2100 ROSS AVE, STE 1870, LB-9
DALLAS TX 75201

Submitter: DALE RESOURCES LLC

## SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

## <u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D209215116

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: DS